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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

THOMAS DOUGHTY,

Plaintiff,

v.

PELICAN INVESTMENT HOLDINGS, LLC
d/b/a AUTO SERVICE DEPARTMENT,

Defendant.

Case No.: 8:24-cv-01926-FWS-ADS

**DEFENDANT PELICAN INVESTMENT
HOLDINGS, LLC'S ANSWER TO
COMPLAINT**

Judge: Hon. Fred W. Slaughter

Courtroom: 10D

Defendant Pelican Investment Holdings, LLC d/b/a Auto Service Department ("Pelican") hereby responds to the Complaint filed on or about September 5, 2024 (the "Complaint") by Plaintiff Thomas Doughty.

1. Pelican denies any violations of the TCPA (as defined in the Complaint).
2. Pelican has insufficient information to admit or deny the allegations of Paragraph 2 and on that basis denies them.
3. Denied.
4. Pelican has insufficient information to admit or deny the allegations of Paragraph 4 and on that basis denies them.
5. Pelican has insufficient information to admit or deny the allegations of Paragraph 5 and on that basis denies them.

1 6. Pelican has insufficient information to admit or deny the allegations of Paragraph 6
2 and on that basis denies them

3 7. Admitted.

4 8. Denied on the basis that the provisions of the TCPA speak for themselves.

5 9. Denied on the basis that the provisions of the TCPA speak for themselves.

6 10. Denied to the extent that Paragraph 10 asserts a legal conclusion.

7 11. Denied on the basis that Paragraph 11 asserts a legal conclusion.

8 12. Denied on the basis that Paragraph 12 asserts a legal conclusion.

9 13. Denied on the basis that Paragraph 13 asserts a legal conclusion.

10 14. Denied on the basis that the provisions of the TCPA speak for themselves.

11 15. Denied on the basis that Paragraph 15 asserts a legal conclusion.

12 16. Denied on the basis that Paragraph 16 asserts a legal conclusion.

13 17. Denied on the basis that Paragraph 17 asserts a legal conclusion.

14 18. Denied on the basis that Paragraph 18 asserts a legal conclusion.

15 19. Denied on the basis that Paragraph 19 asserts a legal conclusion.

16 20. Denied on the basis that Paragraph 20 asserts a legal conclusion.

17 21. Denied on the basis that Paragraph 21 asserts a legal conclusion.

18 22. Pelican has insufficient information to admit or deny the allegations of Paragraph 22
19 and on that basis denies them.

20 23. Pelican has insufficient information to admit or deny the allegations of Paragraph 23
21 and on that basis denies them.

22 24. Pelican has insufficient information to admit or deny the allegations of Paragraph 24
23 and on that basis denies them.

24 25. Pelican has insufficient information to admit or deny the allegations of Paragraph 25
25 and on that basis denies them.

26 26. Pelican has insufficient information to admit or deny the allegations of Paragraph 26
27 and on that basis denies them.

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1 27. Denied on the basis that Paragraph 27 asserts a legal conclusion; Pelican
2 affirmatively states that all numbers are checked for Do Not Call Registry status.

3 28. Pelican has insufficient information to admit or deny the allegations of Paragraph 28
4 and on that basis denies them.

5 29. Pelican has insufficient information to admit or deny the allegations of Paragraph 29
6 and on that basis denies them.

7 30. Pelican has insufficient information to admit or deny the allegations of Paragraph 30
8 and on that basis denies them.

9 31. Denied.

10 32. Pelican has insufficient information to admit or deny the allegations of Paragraph 32
11 and on that basis denies them; Pelican affirmatively states that its customer-service lines are staffed
12 similarly to many businesses wherein whichever customer-service representative is available to take
13 a customer call will take said call, and few, if any, representatives have a direct call-back number –
14 there is one customer-service line for all customer-service calls.

15 33. Pelican has insufficient information to admit or deny the allegations of Paragraph 33
16 and on that basis denies them.

17 34. Pelican admits that the contact number listed in Paragraph 34 has been used as a
18 Pelican customer-service contact phone number, but Pelican has insufficient information to admit or
19 deny the remaining allegations of Paragraph 34 and on that basis denies them.

20 35. Pelican admits that the documents identified in Paragraph 35 are documents typically
21 sent to new customers during the onboarding process, but Pelican has insufficient information to
22 admit or deny the remaining allegations of Paragraph 35 and on that basis denies them.

23 36. Denied on the basis that Paragraph 36 asserts a legal conclusion.

24 37. Pelican has insufficient information to admit or deny the allegations of Paragraph 37
25 and on that basis denies them.

26 38. Denied.

27 39. Denied.

28 40. Denied.

1 41. Denied.

2 42. Denied.

3 **CAUSE OF ACTION CLAIMED BY PLAINTIFF**

4 43. Pelican realleges and incorporates by reference each of the allegations of this
5 Answer as stated above.

6 44. Denied on the basis that Paragraph 44 asserts a legal conclusion.

7 45. Denied on the basis that Paragraph 53 asserts a legal conclusion.

8 46. Denied.

9 47. Denied.

10 48. Denied.

11 49. Denied.

12 50. Denied.

13 **AFFIRMATIVE AND ADDITIONAL DEFENSES**

14 FIRST AFFIRMATIVE DEFENSE

15 Plaintiffs' Complaint fails to state a claim upon which relief can be granted.

16 SECOND AFFIRMATIVE DEFENSE

17 Pelican denies each and every allegation set forth in the Complaint not expressly admitted
18 herein.

19 THIRD AFFIRMATIVE DEFENSE

20 Plaintiff's claims are barred because Plaintiff executed an agreement whereby Plaintiff is
21 required to arbitrate disputes with Pelican.

22 FOURTH AFFIRMATIVE DEFENSE

23 Plaintiff has not suffered any damages caused by Pelican.

24 FIFTH AFFIRMATIVE DEFENSE

25 Pelican reserves the right to allege additional affirmative defenses as the same become
26 known through the course of this action.

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1 SIXTH AFFIRMATIVE DEFENSE

2 Plaintiffs are not entitled to injunctive relief because any alleged injury to Plaintiff is not
3 immediate or irreparable, and Plaintiff have an adequate remedy at law.

4 WHEREFORE, having answered Plaintiffs' Complaint, Pelican requests dismissal with
5 prejudice of said Complaint. Pelican further requests costs and attorneys' fees.

6 DATED: December 28, 2024

BECKSTRAND LAW OFFICES

7
8 By /s/ Dwight Beckstrand

Dwight Beckstrand

9 *Attorney For Defendants*

10 *Pelican Investment Holdings, LLC*
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CERTIFICATE OF SERVICE

I hereby certify that on this 27th day of December, 2024, the foregoing document was filed through the Court's electronic filing system and will be sent electronically to the parties.

By: /s/ Dwight Beckstrand
Dwight Beckstrand